

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

BRIAN KOLFAGE,
STEPHEN BANNON,
ANDREW BADALATO, and
TIMOTHY SHEA,

Defendants.

20 Cr. 412 (AT)

FILED UNDER SEAL

**DECLARATION OF JUSTIN S. WEDDLE IN SUPPORT OF MOTION TO
MODIFY OR FOR DISCLOSURE AND A HEARING**

JUSTIN S. WEDDLE hereby declares, pursuant to 28 U.S.C. § 1746:

1. I am an attorney admitted to practice before this Court and I am the founder of Weddle Law PLLC, counsel for non-party Kris Kobach. Mr. Kobach is general counsel for non-party We Build the Wall. I make this declaration in support of non-parties' motion to amend this Court's sealed restraining order, or for disclosure and a hearing.

2. Attached as **Exhibit A** is a true and correct copy of the government's press release announcing the unsealing of an Indictment of the defendants for conspiracy to commit wire fraud and conspiracy to commit money laundering.

3. On August 21, 2020, I spoke with two of the prosecutors regarding the case. Among other things, I informed the prosecutors that I planned to represent Mr. Kobach and We Build the Wall, and inquired about the amount of funds subject to forfeiture, in the government's view. The prosecutors (i) stated that they believed there was a potential conflict in the joint representation of the entity and its general counsel, and (ii) stated that all funds donated to We Build the Wall were, in the prosecutors' view, the proceeds of fraud. I disagreed with both positions. The prosecutors declined to comment on whether there was any formal court process freezing or restraining assets. Nevertheless, in light of the prosecutors' apparent intent to treat any movement of funds as a potential money laundering offense, We Build the Wall and Mr. Kobach refrained from causing or accepting any payments from We Build the Wall's funds

4. On September 1, 2020, I again spoke with the government, and informed a prosecutor that (i) I represent Mr. Kobach, (ii) that I may, in the future, also represent We Build the Wall, to the extent consistent with conflict rules, and (iii) that I would accept a voluntary request for documents on behalf of Mr. Kobach. The prosecutor did not disclose the existence of the Order.

5. Attached hereto as **Exhibit B** is a true and correct copy of the September 3, 2020, email sent to me by the prosecutors requesting the voluntary production of documents by Mr. Kobach.

6. On September 15, 2020, the New Jersey Attorney General issued a comprehensive subpoena to We Build the Wall comprising eighteen numbered

categories of document requests and requiring that the production be made in a standard database-friendly format.

7. Attached hereto as **Exhibit C** is a true and correct copy of the September 22, 2020, letter I sent to prosecutors regarding their request that Mr. Kobach voluntarily produce documents.

8. Attached hereto as **Exhibit D** is a true and correct copy of the September 23, 2020, email sent to me by the prosecutors.

9. Attached hereto as **Exhibit E** is a true and correct copy of the September 25, 2020, letter I sent to prosecutors regarding their September 23, 2020 email.

10. Attached hereto as **Exhibit F** is a true and correct copy of the September 30, 2020, email sent to me by the prosecutors.

11. Attached hereto as **Exhibit G** is a true and correct copy an email chain ending on October 8, 2020, and including my October 6, 2020 request for disclosure of materials and the prosecutors' responses.

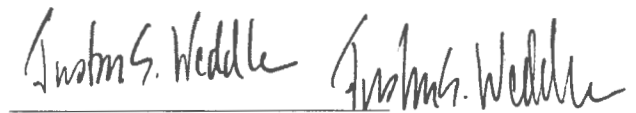
12. I am informed that on October 8, 2020, We Build the Wall learned that the State of Florida administratively dissolved We Build the Wall for missing a September 18, 2020 deadline to make a filing and pay a \$61.25 annual fee. To reinstate an administratively dissolved entity, the entity must submit a reinstatement application, the annual report and fee, and a \$175 reinstatement fee.

13. I do not believe there is a non-waivable conflict that would preclude me from representing We Build the Wall in addition to representing Mr. Kobach. The

prosecutors have informed me that they disagree but have not particularized the nature of the conflict.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY
October 13, 2020

A handwritten signature in black ink, appearing to read "Justin S. Weddle", written twice side-by-side. The signature is fluid and cursive.

Justin S. Weddle